

Yes! I would like Santanna Energy Services to help my company control natural gas prices.

Fax back this enrollment form to 1-800-877-0673

2002 0628 Contract SES # [REDACTED]

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions.

Company (Buyer): [REDACTED]

Account Number: [REDACTED]

Authorized Signature: [REDACTED]

Meter Number: [REDACTED]

Name (Print): [REDACTED]

Phone: [REDACTED]

Fax: [REDACTED]

Service Address: [REDACTED]

Telephone Number: [REDACTED]

Billing Address: Same

Date: 6/28/02

Billing Contact (Print):  
List accounts: [REDACTED]

### Natural Gas Agreement

**Price:** Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyers gas requirements at a Index-Based Rate that fluctuates each month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary documents, and meet the credit requirements of Seller. The program will include a Nicor Gas program related charge monthly. All utility company related charges are the responsibility of the Buyer.

**Term:** The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing cycle on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time within the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. Also, if buyer exits this agreement for any other reason after the 90 day grace period, buyer shall pay seller \$0.03 per therm for the calculated deliveries seller would have made, during the time from buyers exit date throughout the remainder of this contract. The due date of this payment is the exit date.

**Payments:** Bills not paid by the due date on the Sellers invoice (or invoice of that entity invoicing for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include legal fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on

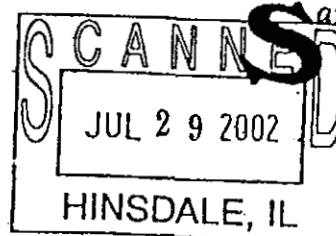
Buyers behalf related to Gas Sales and transportation under this Agreement

**Credit:** Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

**Agency Agreement:** Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

**Miscellaneous:** The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

**Customer Service:** If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave., Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-4GAS.  
Fax: 1-800-877-0673. - 20020208NicorSelectContract - rev 02-02



Santanna  
Energy  
Services

OFFICIAL FILE

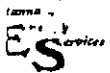
PL C. D. DOCKET NO. 02-02-00000000

Exhibit No. 16

Witness

Date 8/1/02 Reporter CB

SES ICC 21



I Want Santanna Energy Services to help me control my natural gas prices!

Residential / Commercial

Name:

Billing Address:

Contact Name:

Authorized Signature:

Phone (Print):

Address:

Service Address:

Billing Contact (Print):

Account Number:

Meter Number:

Telephone Number:

Social Security Number (Last 4 digits):

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls. **NICOR GAS**
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

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Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

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Tasha Walker

Representative Name

25010121002

Rep Code

Manager Code

MW1#1

Office Code

6,19,00

Order Date

HINSDALE, IL

I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name:

Name:

Signature:

Print:

Address:

Billing Address:

Billing Contact (Print):

Account Number:

Meter Number:

Telephone Number:

Social Security Number (Last 4 digits):

Rolling Meadows, IL  
60008

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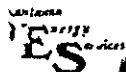
Tasha Walker

25210  
Rep Code

MW2  
Manager Code

MW1#1  
Office Code

6, 3, 02  
Order Date



I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

ing Name: [REDACTED]

contact Name: [REDACTED]

thorized Signature: [REDACTED]

ame (Print): Same

on [REDACTED] Fax: ( )

ervice Address: [REDACTED]

Elk Grove VL 60007

Billing Address: \_\_\_\_\_

Billing Contact (Print): \_\_\_\_\_

Account Num [REDACTED]

Meter Number: [REDACTED]

Telephone Number: \_\_\_\_\_

Social Security Number (Last 4 digits): \_\_\_\_\_

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David Pugh  
Representative Name

25213  
Rep Code

MW2  
Manager Code

MWI 1  
Office Code

05, 20, 02  
Order Date

HINSDALE, IL

I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Service  
Name: [Redacted]  
Address: [Redacted]  
City: [Redacted]  
State: [Redacted]  
Zip: [Redacted]  
Phone: [Redacted]  
Fax: [Redacted]  
Address: Villa Park, IL 60101

Billing Address: [Redacted]  
Billing Contact (Print): [Redacted]  
Account Number: [Redacted]  
Meter Number: [Redacted]  
Telephone Number: [Redacted]  
Social Security Number (Last 4 digits): [Redacted]

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Chip Brown  
Representative Name

25227  
Rep Code

MWZ  
Manager Code

MWZ  
Office Code

6.18.02  
Order Date

I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: [Redacted]

Name: [Redacted]

Authorized Signature: [Redacted]

(Print): [Redacted]

Fax: [Redacted]

Address: [Redacted]

Lowland, IL  
100148

Billing Address: \_\_\_\_\_

Billing Contact (Print): \_\_\_\_\_

Account Number: \_\_\_\_\_

Meter Number: [Redacted]

Telephone Number: [Redacted]

Social Security Number (Last 4 digits): [Redacted]

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Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinsdale, IL 60521; or by telephone at 1-800-SES-4GAS. Fax: 1-800-877-0673. Form 999-Buyer Select Contract - rev 2-27-02

Justin Carter  
Representative Name

25229  
Rep Code

MWZ  
Manager Code

MWJ102  
Office Code

06, 07, 02  
Order Date



# Yes! I would like Santanna Energy Services to help me control my natural gas prices!

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions

Name: [REDACTED]

Billing Contact (Print): [REDACTED]

Name: [REDACTED]

Account Number: [REDACTED]

Signature: [REDACTED]

Meter Number: [REDACTED]

(Print): [REDACTED]

Telephone Number: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Social Security Number (Last 4 digits): [REDACTED]

Address: [REDACTED]

Representative Name: [REDACTED]

Berwyn, IL 60402

Business Address: [REDACTED]

Representative Code: 26425 Manager Code: C5

Date: 5/13/2002

## Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Indexed Rate that fluctuates each month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will base its full gas requirements from Seller, execute the necessary documents, meet the credit requirements of Seller. The program will include a Nicor program related charge monthly. All utility company related charges are responsibility of the Buyer.

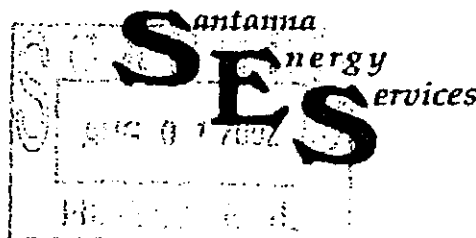
**Credit:** Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

**Agency Agreement:** Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

**Miscellaneous:** The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

**Customer Service:** If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave. Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-4GAS. Fax: 1-800-877-4673. - 20120204NicorSelectContract - rev 2-27-02

**Payments:** Bills not paid by the due date on the Seller's invoice (or invoice of that party invoicing for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include legal fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the state of Illinois. Currently, there are no state or local taxes assessed on services goods provided under this Agreement. In the event this tax law changes, Seller would collect from Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.



I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: [REDACTED]  
Address: [REDACTED]  
City: [REDACTED]  
State: [REDACTED]  
Zip: [REDACTED]  
Phone: [REDACTED]  
Fax: [REDACTED]  
E-mail: [REDACTED]  
Rolling Meadows  
IL 60008

Billing Address: SAME  
Billing Contact (Print): [REDACTED]  
Account Number: [REDACTED]  
Meter Number: [REDACTED]  
Telephone Number: [REDACTED]  
Social Security Number (Last 4 digits): [REDACTED]

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Index-Based Rate that fluctuates month and is calculated utilizing the monthly Index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary documents, and meet the credit requirements of Seller. There will be an administrative charge \$3.00 per month. All utility company related charges are the responsibility of the Buyer.

Term: The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing cycle on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time within the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. Also, if buyer exits this agreement for any other reason after the 90 day grace period, buyer shall pay seller \$0.03 per therm for the calculated deliveries seller would have made, during the term from buyer's exit date throughout the remainder of this contract. The due date of this payment is the exit date.

Payments: Bills not paid by the due date on the Seller's invoice (or invoice of that entity invoicing for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to terminate this Agreement for non-payment without prior written notice. Any cost, to include legal fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

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David Gummerall  
Representative Name

25203  
Rep Code

MWZ  
Manager Code

MWJ #1  
Office Code

6.3.02  
Order Date



Yes! I would like Santanna Energy Services to help my company control natural gas prices  
Fax back this enrollment form to 1-800-877-0673

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions.

Company (Buyer):

Account Number:

Authorized Signature:

Meter Number:

Name (Print):

Rep # 52328  
Nicholas Harrell

Phone: ( )

Fax: ( )

Service Address:

Telephone Number:

Summit

Social Security Number (Last 4 digits):

Billing Address:

Billing Contact (Print):  
List accounts:

Date:

06/6/02

### Natural Gas Agreement

**Price:** Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyers gas requirements at a Index-Based Rate that fluctuates each month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary documents, and meet the credit requirements of Seller. The program will include a Nicor Gas program related charge monthly. All utility company related charges are the responsibility of the Buyer.

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Buyers behalf related to Gas Sales and transportation under this Agreement

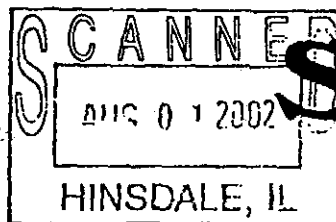
**Credit:** Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

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Fax: 1-800-877-0673. - 20020709NicorSelectContract - rev 2-27-02



Santanna  
Energy  
Services  
SES

Yes! I would like Santanna Energy Services to help my company control natural gas prices  
Fax back this enrollment form to 1-800-877-0673

I have read the terms and conditions of the Natural Gas Agreement (below) and I agree to their limits, requirements, and exclusions.

Company (Buyer): [REDACTED]

Account Number: [REDACTED]

Authorized Signature: [REDACTED]

Meter Number: [REDACTED]

Name (Print): [REDACTED]

Phone: ( [REDACTED] )

Fax: ( [REDACTED] )

Service Address: [REDACTED]

Telephone Number: [REDACTED]

St. Charles IL 60174

Social Security Number (Last 4 digits): [REDACTED]

Billing Address: [REDACTED]

Billing Contact (Print):  
List accounts: [REDACTED]

Date: 4/23/02

### Natural Gas Agreement

**Price:** Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyers gas requirements at a Index-Based Rate that fluctuates each month and is calculated utilizing the monthly index for natural gas deliveries to the Chicago area published in *Natural Gas Intelligence* (NGI) by Intelligence Press, Inc., plus 6 cents/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary documents, and meet the credit requirements of Seller. The program will include a Nicor Gas program related charge monthly. All utility company related charges are the responsibility of the Buyer.

**Term:** The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing cycle on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time within the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales service customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30<sup>th</sup> day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. Also, if buyer exits this agreement for any other reason after the 90 day grace period, buyer shall pay seller \$.03 per therm for the calculated deliveries seller would have made, during the time from buyers exit date throughout the remainder of this contract. The due date of this payment is the exit date.

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Buyers behalf related to Gas Sales and transportation under this Agreement.

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Fax: 1-800-877-0673. - 20020208NicorSelectContract - rev 2-27-02

Santanna  
**SES** energy services

AUG 01 2002

HINSDALE, IL

SES ICC 230

ES I Want Santanna Energy Services to help me control my natural gas prices! Residential / Commercial

ing Name: [REDACTED]

lact Name: [REDACTED]

onized Signature: [REDACTED]

ne (Print): [REDACTED]

ne (Print): [REDACTED] Fax: ( )

vice Address: [REDACTED]

NORTH RIVERSIDE IL 60546

Billing Address: [REDACTED]

Billing Contact (Print): [REDACTED]

Account Number: [REDACTED]

Meter Number: [REDACTED]

Telephone Number: [REDACTED]

Social Security Number (Last 4 digits): [REDACTED]

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

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Justin Azbill  
Representative Name

Rep Code  
2522B

Manager Code  
MW2

Office Code  
MWI 7

Order Date  
6, 11, 02

☒ Residential / ☐ Commercial

ame: [REDACTED]

d Signature: X - [REDACTED]

int():

ax: ( )

Address: [REDACTED]

Roselle IL 60172

Billing Address: \_\_\_\_\_

Billing Contact (Print): \_\_\_\_\_

Account Number [REDACTED]

Meter Number: [REDACTED]

Telephone Number: [REDACTED]

Social Security Number (Last 4 digits): \_\_\_\_\_

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
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Jenny Hansen  
representative Name

25217  
Rep Code

MW2  
Manager Code

MWI  
Office Code

6, 12, 02  
Order Date

SES ICC 232



I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: [Redacted]

Billing Address: [Redacted]

Company Name: [Redacted]

Authorized Signature: [Redacted]

(Print): [Redacted]

Phone: [Redacted] Fax: [Redacted]

Service Address: [Redacted]

Billing Contact (Print): [Redacted]

Account Number: [Redacted]

Meter Number: [Redacted]

Telephone Number: [Redacted]

Social Security Number (Last 4 digits): [Redacted]

Itasca IL, 60143

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas supplier and Seller is to provide Buyer's gas requirements at a Index-Based Rate that fluctuates month and is calculated utilizing the monthly index for natural gas deliveries to the area published in Natural Gas Intelligence (NGI) by Intelligence Press, Inc., plus 6¢/therm. Buyer will purchase its full gas requirements from Seller, execute the necessary permits, and meet the credit requirements of Seller. There will be an administrative charge of \$0.00 per month. All utility company related charges are the responsibility of the Buyer.

The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time in the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales force customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give Seller a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall pay for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If Buyer exits this agreement for any other reason after the 90 day grace period, Buyer shall pay seller \$0.03 per therm for the calculated deliveries seller would have made, during the term of the agreement from buyers exit date throughout the remainder of this contract. The due date of this payment is the exit date.

Payments: Bills not paid by the due date on the Seller's invoice (or invoice of that entity acting for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to initiate this Agreement for non-payment without prior written notice. Any cost, to include late fees, associated with collecting outstanding amounts owed Seller under this Agreement, shall be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of State of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer Invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-4GAS. Fax: 1-800-877-0673. - 20020208NicorSelectContract - rev 2-27-02

Jordan Flake  
Representative Name

25223  
Rep Code

MW1  
Manager Code

MW2  
Office Code

6, 20, 02  
Order Date



I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: \_\_\_\_\_

First Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Print): \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Home Address: \_\_\_\_\_

ROSELLE, IL

60172

Billing Address: \_\_\_\_\_

Billing Contact (Print): \_\_\_\_\_

Account Number: \_\_\_\_\_

Meter Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Social Security Number (Last 4 digits): \_\_\_\_\_

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls.
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
- I understand that the registration officer is representing Santanna Energy Services and is not from the local utility.

I have read the terms and conditions of the Natural Gas Agreement (below) & I agree to their limits, requirements and exclusions

#### Natural Gas Agreement

Buyer agrees to utilize Santanna Energy Services (Seller) as its exclusive natural gas source and Seller is to provide Buyer's gas requirements at a Index-Based Rate that fluctuates month and is calculated utilizing the monthly index for natural gas deliveries to the area published in *Natural Gas Intelligence* (NGI) by Intelligence Press, Inc., plus 6 terms. Buyer will purchase its full gas requirements from Seller, execute the necessary permits, and meet the credit requirements of Seller. There will be an administrative charge \$0 per month. All utility company related charges are the responsibility of the Buyer.

The term of this Agreement is for three years starting with Buyer's first Nicor Gas billing on the "Customer Select" program. Near the end of the initial term, Seller will send Buyer notification of its new rates and give Buyer the option to extend this Agreement. If at any time within the first 90 days of service, Buyer is not completely satisfied with the decision to participate in this program, and Buyer elects to return and remain with the utility as a sales customer, then Seller shall agree to terminate this Agreement. Otherwise, Buyer shall give a minimum of 30 days notice of termination (the actual termination date shall be no later than the last day of the billing cycle on or after the 30th day after the notice). Buyer shall not be charged for the gas delivered prior to the termination date of the buyer from seller's pool by Nicor. If buyer exits this agreement for any other reason after the 90 day grace period, buyer pay seller \$0.03 per therm for the calculated deliveries seller would have made, during the term of this agreement throughout the remainder of this contract. The due date of this contract is the exit date.

Notes: Bills not paid by the due date on the Seller's invoice (or invoice of that entity acting for Seller) shall bear interest at a rate of 1.5% per month. Seller reserves the right to suspend this Agreement for non-payment without prior written notice. Any cost, to include fees, associated with collecting outstanding amounts owed Seller under this Agreement, be paid by Buyer. Title to Natural Gas sold hereunder will transfer at a location outside of the state of Illinois. Currently, there are no state or local taxes assessed on services or goods provided under this Agreement. In the event this tax law changes, Seller would collect from

Buyer such taxes and remit them to the appropriate taxing authority. Buyer is responsible for, and shall reimburse Seller for, 1) transportation or transportation related charges and 2) any taxes paid by Seller on Buyer's behalf related to Gas Sales and transportation under this Agreement.

Credit: Buyer represents that they are financially able to continue business, are unaware of any situation that would alter Buyer's financial abilities, and have not previously filed, plan to file, or are currently involved in any bankruptcy proceedings. This Agreement is subject to credit review by Seller at any time upon proof of poor payment history. Seller, at its sole discretion, may cancel this agreement, without notice, if Seller interprets credit as a concern.

Agency Agreement: Buyer authorizes Seller to act as exclusive agent for all matters related to services under Buyer's utility transportation program, including the purchase and delivery of gas to facilities described below. This authorization includes, but is not limited to the right to obtain billing and payment histories, receive future statements regarding Buyer invoices from the utility, and to execute, amend, or cancel agreements between the utility and Buyer.

Miscellaneous: The provisions of this Agreement extend to the successors and assigns of either party. This Agreement will be construed and enforced according to Illinois law, without regard to principles of conflicts of law. The parties agree any litigation will be conducted in a court located in Illinois. This is the entire agreement between the parties. There are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall not operate as a waiver of any future default or defaults, whether of a like or different character. The parties agree there is no third party beneficiary of this Agreement and that the provisions of this Agreement do not impart enforceable rights to anyone whom is not a party.

Customer Service: If Buyer has any questions they may contact Seller by mail at: Santanna Energy Services, 120 E. Ogden Ave, Suite 236, Hinsdale, IL 60521; or by telephone at 1-877-SES-AGAS. Fax: 1-800-877-0673. - 20020806nicorSelectContract - rev 2-07-02

DAVID C. SPENCER  
Representative Name

25232  
Rep Code

MW 2  
Manager Code

MW 1  
Office Code

06 / 07 / 2002  
Order Date

I Want Santanna Energy Services to help me control my natural gas prices!

☒ Residential / ☐ Commercial

Name: [REDACTED]

Billing Address:

Address: [REDACTED]

Signature: [REDACTED]

Billing Contact (Print):

Phone: [REDACTED]

Account Number:

Address: [REDACTED]

Meter Number:

Address: [REDACTED]

Telephone Number:

Address: [REDACTED]

Social Security Number (Last 4 digits):

Address: [REDACTED]

Rolling Meadows, IL  
60008

### Customer Awareness:

- I am 18 or older and I am authorized to make decisions for this gas account.
- I understand that my local utility will continue to send me my gas bill, read my meter, maintain my gas lines and respond to any emergency service calls. *NICOR*
- I understand that I am only choosing Santanna Energy Services to provide me with my supply of natural gas.
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Tasha Walker  
Representative Name

25210  
Rep Code

MW  
Manager Code

SCANNED  
2002-06-29  
Office Code  
Order Date  
HINSDALE, IL